



# IDAHO DEPARTMENT OF HEALTH & WELFARE

## PARTICIPANT-SUPPORT BROKER EMPLOYMENT AGREEMENT

This agreement is hereby made between \_\_\_\_\_, a Participant of the Self-Directed Community Supports (SDCS) Option, a Medicaid Option administered by the Department of Health and Welfare (Department), and \_\_\_\_\_, a Support Broker.

The Participant desires to engage the Support Broker for services under the Self-Directed Community Supports Option. In exchange, the Support Broker desires to be paid for services provided to the participant. Both parties understand and agree that payment is made through a Fiscal Employer Agent (FEA), using Medicaid monies and based on time sheets submitted by the Support Broker and approved by the Employer, who is the participant.

To these mutual purposes, the parties promise and agree as follows:

1. Support Broker services are to be provided in accordance with Participant- Support Broker Agreement, and the Self-Directed Community Supports rules, according to the Idaho Administrative Procedures Act (IDAPA) 16.03.13, "Consumer-Directed Services."
2. The Support Broker is hired to assist participant, and assumes no responsibility for the participant's conduct.
3. The parties mutually agree that Support Broker is an employee of the participant and not an employee of the Self-Directed Community Support Option or the Fiscal Employer Agent, and agree that the Support Broker is not entitled to, nor will make claim for any employee benefits from the Self-Directed Community Support Option or the Fiscal Employer Agent, including but not limited to, worker's compensation, disability, life and/or health insurance.
4. The Support Broker agrees to take all actions necessary to become the participant's employee, and to maintain the employment relationship by submitting necessary documents to the Fiscal Employer Agent, including:
  - Support Broker Letter of Approval by the Department.
  - Completion of W-4, I-9 and other IRS required forms.
  - A completed criminal history check, including clearance in accordance with IDAPA 16.05.06, "Criminal History and Background Checks".
  - A copy of this agreement.
  - Time sheets approved by Participant recording hours worked.

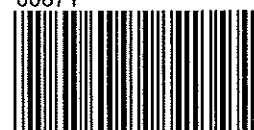


5. The Support Broker agrees to provide all required Support Broker duties outlined in Subsection 136.02 of IDAPA 16.03.13, "Consumer-Directed Services" and, as mutually agreed upon with the participant, the optional Support Broker duties outlined in Subsection 136.03 of IDAPA 16.03.13, "Consumer-Directed Services."

6. The Support Broker's WAGE is \$\_\_\_\_\_ per hour (not to exceed \$18.72 per hour). It is mutually understood that any overtime hours or services not described in the participant's Self-Directed Community Supports Support and Spending Plan, or described elsewhere in this Agreement, are not covered by or paid through this Agreement.

7. Terms and conditions of work (Job Duties):

Service or task	How often task or service will be provided: (i.e. weekly, monthly, yearly)	Number of hours needed per month to perform task		How many months per year this task will need to be performed		Annual Cost
Person Centered Planning participation includes:			X		=	\$
						Sub Total
Development of written Support and Spending Plan includes:			X		=	\$
						Sub Total
Helping the employer to review and monitor budget includes:			X		=	\$
						Sub Total
Submit employer satisfaction documentation to department as requested includes:			X		=	\$
						Sub Total
Participating in quality assurance process with Department includes:			X		=	\$
						Sub Total
Helping employer in annual re-determination process includes:			X		=	\$
						Sub Total
Helping employer to meet participant responsibilities includes:			X		=	\$
						Sub Total
Other: Give details of job duties:			X		=	\$
			X		=	\$
			X		=	\$
TOTAL COST OF ANNUAL SUPPORT					=	\$
						TOTAL



The Support Broker understands and agrees that they cannot provide or bill for services until:

- An authorized Support and Spending Plan has been submitted to the Fiscal Employer Agent.
- The signed Employment Agreement has been submitted to the Fiscal Employer Agent.
- The signed Medicaid-Support Broker Agreement has been submitted to the Fiscal Employer Agent.

Medicaid funds only services rendered. Under the provision of this agreement, the employee cannot bill for holiday, vacation or sick time taken. Overtime hours are not allowed.

The provisions of this agreement represent the entirety of the agreement between the parties. It may be amended only in writing with both parties consenting with their signatures. It is mutually understood that this is employment at will. Either party may terminate the relationship without cause upon thirty (30) days notice. This Agreement may be terminated immediately at any time by the participant due to unsatisfactory Support Broker performance.

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PARTICIPANT

Date

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LEGAL GUARDIAN (IF APPLICABLE)

Date

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SUPPORT BROKER

Date

